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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

WELLS FARGO BANK, N.A., a national
banking association,
Plaintiff,
vs.

Case No.: 2:13-cv-1472

ALIREZA KAVEH, an individual; ALIREZA KAVEH, as Trustee of the Alireza Kaveh Family Trust; JPA INVESTMENTS, LLC, a Nevada limited liability company; JOCELYNE ABRAR, an individual; JOCELYNE ABRAR, as Trustee of The Jocelyne Abrar Trust; ALI KAVEH aka Alireza Kaveh, Sr., an individual; MOLOUK KAVEH; and MOLOUK KAVEH, as Trustee of The Kaveh Family Trust.

STIPULATED PROPOSED

**ORDER TO AMEND THE CLERK'S
AMENDED JUDGMENT AT ECF NO. 131**

Defendants.

Plaintiff Wells Fargo Bank, N.A. (“Wells Fargo”) by and through its undersigned counsel on the one hand, and Defendants Alireza Kaveh, as an individual; Alireza Kaveh, as Trustee of the Alireza Kaveh Family Trust; JPA Investments, L.L.C.; Jocelyne Abrar, as an individual; and Jocelyne Abrar, as Trustee of the Jocelyne Abrar Trust (collectively, the “Judgment Debtors”), by and through their undersigned counsel on the other hand, hereby stipulate and agree as follows:

1. This matter involves Wells Fargo's post-foreclosure deficiency action (ECF No. 1). On April 8, 2016, the Court granted Wells Fargo's Motion for Partial Summary Judgment on liability and the amount of indebtedness owing to Plaintiff as of the date of the foreclosure. The Court also set a hearing to determine the fair market value of the property at the time of the foreclosure sale. (*See* Order, ECF No. 69).

2. On March 31, 2017, after the fair market valuation hearing and post-trial briefing and motions, the Court entered its Order (ECF No. 107), in which the Court concluded, in relevant part:

IT IS HEREBY ORDERED that the fair market value of the Property at the time of the foreclosure sale is set at \$4,020,000.00.

1 **IT IS FURTHER ORDERED** that the Clerk shall enter a final
2 deficiency judgment in favor of Wells Fargo and in the amount of
3 \$6,640,838.65, with interest accruing at a rate of 9.5% per annum,
4 beginning on March 26, 2015, and continuing until paid in full.

5 3. The Clerk of Court promptly entered Judgment as follows:

6 **IT IS ORDERED AND ADJUDGED**
7 that judgment is hereby entered in favor of plaintiff against
8 defendants in the amount of \$6,640,838.65 pursuant to Order #107.

9 Judgment at ECF No. 108.

10 4. Counsel for both the Plaintiff and the Defendants stipulated to amend the Clerk's
11 Judgment to clarify that the Judgment was not entered against the following, non-Judgment Debtor
12 defendants: ALI KAVEH¹ aka Alireza Kaveh, Sr., an individual; MOLOUK KAVEH; and MOLOUK
13 KAVEH, as Trustee of The Kaveh Family Trust. (ECF No. 125).

14 5. On May 1, 2018 the Court entered an Order granting the parties' stipulation (ECF No.
15 126).

16 6. The Clerk recently entered an Amended Judgment on ECF No. 131 on December 7, 2018,
17 the Clerk entered its Amended Judgment to specifically name each Judgment Debtors and omitting the
18 other defendants as set forth herein at ¶¶ 4, 5, 9. See ECF No. 131.

19 7. The Clerk's Amended Judgment (ECF No. 131), however, does not reflect the entire
20 order of the court, as it does not include the contractual interest rate awarded in the Court's Order (ECF
21 No. 107).

22 8. Specifically, the Clerk's Amended Judgment at ECF No. 131 omits the portion of the
23 Court's order that enters judgment in "the amount of \$6,640,838.65, with interest accruing at a rate of
24 9.5% per annum, beginning on March 26, 2015, and continuing until paid in full." Compare ECF No.
25 107 and ECF No. 131.

26 9. The Amended Judgment clarifies the names of the Judgment Debtors, it makes no
27 provision for the contractual interest rate as ordered by this Court at ECF No. 107. See ¶ 8 above.

28 1 Ali Kaveh (aka Alireza Kaveh Sr.) is not a judgment debtor. His son, "Alireza Kaveh [individually
and as Trustee]" is a Judgment Debtor. The father was named and referred to at all times in this case
as Ali Kaveh aka Alireza Kaveh Sr., and the son was named referred to at all times in this case as
Alireza Kaveh, both individually and as the Trustee of the Alireza Kaveh Family Trust.

1 10. For the foregoing reasons, the parties stipulate, agree and request that the Clerk's
2 Amended Judgment (ECF No. 131) should be amended as follows:

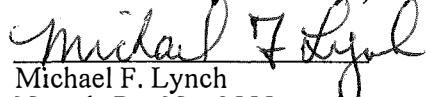
3 The Clerk's Amended Judgment (ECF No.
4 131) currently states:

5 **IT IS ORDERED AND ADJUDGED**
6 that judgment is hereby entered in favor of plaintiff against Defendants Alireza Kaveh, as
7 an individual; Alireza Kaveh, as Trustee of the Alireza Kaveh Family Trust; JPA Investments,
8 L.L.C.; Jocelyne Abrar, as an individual; and Jocelyne Abrar, as Trustee of the Jocelyne
9 Abrar Trust, jointly and severally in the amount of \$6,640,838.65

10 The Amended Judgment at ECF No. 131 should be further amended to state:

11 **IT IS ORDERED AND ADJUDGED**
12 that judgment is hereby entered in favor of plaintiff against Defendants Alireza Kaveh, as an individual; Alireza Kaveh, as Trustee of the Alireza Kaveh Family Trust; JPA Investments, L.L.C.; Jocelyne Abrar, as an individual; and Jocelyne Abrar, as Trustee of the Jocelyne Abrar Trust, jointly and severally in the amount of \$6,640,838.65, with interest accruing at a rate of 9.5% per annum, beginning on March 26, 2015, and continuing until paid in full.

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22 David Mincin, Esq.
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27 **ORDER**

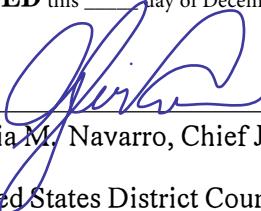
28 **IT IS HEREBY ORDERED** that the foregoing stipulation is GRANTED; and

1 **IT IS FURTHER ORDERED** that the Clerk of Court shall amend the Amended
2 Judgment at ECF No. 131 as follows:

3 that judgment is hereby entered in favor of plaintiff against Defendants Alireza Kaveh, as
4 an individual; Alireza Kaveh, as Trustee of the Alireza Kaveh Family Trust; JPA
5 Investments, L.L.C.; Jocelyne Abrar, as an individual; and Jocelyne Abrar, as Trustee of
6 the Jocelyne Abrar Trust, jointly and severally in the amount of \$6,640,838.65, with
7 interest accruing at a rate of 9.5% per annum, beginning on March 26, 2015, and
8 continuing until paid in full.

9 **IT IS SO ORDERED.**

10 DATED this 12 day of December, 2018.

11 
12 Gloria M. Navarro, Chief Judge

13 United States District Court